

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434002

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	103677310

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cajun Funding Corp.		05/18/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company
Street Address:	60 Wall Street
Internal Address:	Global Transaction Banking
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corp.: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87193782	CHEDDAPEÑO
Serial Number:	86557188	PURPLE PEPPER
Registration Number:	4429715	BIG PIECES, LITTLE PRICES
Registration Number:	4595666	BIG TEX
Registration Number:	5056386	BISCUIT BITES
Registration Number:	4695035	CHICKEN MATTERS
Registration Number:	4286949	CHURCH'S CHICKEN LLÉVALES ALGO BUENO SIN
Registration Number:	4283801	CHURCH'S CHICKEN YOU BRING IT HOME SINCE
Registration Number:	4759196	EL AMOR SE SIENTE
Registration Number:	4602450	FLAMIN' TENDER CRUNCHERS
Registration Number:	4602453	FLAMIN' TENDER STRIPS
Registration Number:	4678773	HAVE THE LOVE
Registration Number:	4440320	LIFE'S TOO SHORT TO SKIMP ON CHICKEN
Registration Number:	4540199	LO RICO SE COMPARTE
Registration Number:	4523634	
Registration Number:	4440330	
Registration Number:	4484145	TENDER CRUNCHERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4543020	TEXAS CHICKEN SINCE 1952
Registration Number:	4276794	YOU BRING IT HOME
Registration Number:	4730521	

CORRESPONDENCE DATA

Fax Number: 7705123925

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7705123907

Email: vthomas@churchs.com

Correspondent Name: Veronica Thomas

Address Line 1: 980 Hammond Drive, Suite 1100

Address Line 2: Church's Chicken

Address Line 4: Atlanta, UNITED STATES 30328

ATTORNEY DOCKET NUMBER:	N/A
NAME OF SUBMITTER:	Veronica T. Thomas
SIGNATURE:	/Veronica T. Thomas/
DATE SIGNED:	07/06/2017

Total Attachments: 5

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Supplemental Notice of Grant of Security Interest in Trademarks

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of May 17, 2017, made by Cajun Funding Corp. (the "Grantor") in favor of Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), pursuant to the Indenture (as defined hereafter). Capitalized terms used in this Notice but not defined herein shall have the meanings set forth in the Indenture.

WHEREAS, the Grantor is party to the Base Indenture, dated as of February 24, 2011 (as amended, amended and restated or otherwise modified from time to time, the "Indenture") in favor of the Trustee pursuant to which the Grantor is required to execute and deliver this Notice;

WHEREAS, since the date of the Indenture, the Grantor has acquired the additional Trademarks that are Registered in the United States and set forth on Schedule 1 attached hereto, including the goodwill of any business connected with the use of and symbolized thereby (collectively, the "After-Acquired Trademarks");

WHEREAS, in addition to other Collateral, pursuant to the Indenture, the Grantor Granted to the Trustee, for its own benefit and security and for the benefit and security of the other Secured Parties, the After-Acquired Trademarks and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or violation of the After-Acquired Trademarks occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating to the After-Acquired Trademarks (collectively the "After-Acquired Trademark Collateral"); and

WHEREAS, pursuant to the Indenture, the Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the After-Acquired Trademark Collateral granted pursuant to the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Indenture:

(a) The Grantor hereby Grants to the Trustee, for its own benefit and security and for the benefit and security of the other Secured Parties, the After-Acquired Trademark Collateral. Notwithstanding the foregoing, the Grant set forth in this paragraph (a) shall not include any application for registration of an After-Acquired Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of an assignment or security interest (including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the acceptance by the PTO of a statement of use or amendment to allege use pursuant to 15 U.S.C. 1051(c) or (d)); provided, that at such time as the grant and/or enforcement of the assignment or security interest would not cause such After-Acquired Trademark application to be invalidated, canceled, voided or abandoned, then the Grant set forth in this paragraph (a) shall include such After-Acquired Trademark application.

(b) The parties intend that this Notice is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in the After-Acquired Trademark Collateral.

(c) The Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

(d) The Grantor and the Trustee hereby acknowledge and agree that the security interest in the After-Acquired Trademark Collateral may only be terminated in accordance with the terms of the Indenture.

(e) THIS NOTICE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


IN WITNESS WHEREOF, the undersigned has caused this Supplemental Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

CAJUN FUNDING CORP.

By: 
Name: Craig S. Prusher
Title: President, Chief Legal Officer and Secretary

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 18th day of May, 2017, before me personally came **Craig S. Prusher**, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the **President, Chief Legal Officer and Secretary of Cajun Funding Corp.**; he signed the instrument in the name of **Craig S. Prusher**; and he/she had the authority to sign the instrument on behalf of **Cajun Funding Corp.**



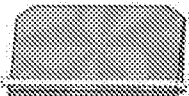
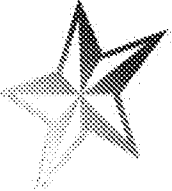

Notary Public

Veronica T. Thomas
Notary Public
DeKalb County, Georgia
My Commission Expires
June 12, 2018

Schedule 1 to Supplemental Notice of Grant of Security Interest in Trademarks

U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
BIG PIECES, LITTLE PRICES	Cajun Funding Corp.	85686653	7/25/2012	4,429,715	11/5/2013	REGISTERED
BIG TEX	Cajun Funding Corp.	86040119	8/16/2013	4,595,666	9/2/2014	REGISTERED
BISCUIT BITES	Cajun Funding Corp.	86470434	12/3/2014	5,056,386	10/4/2016	REGISTERED
CHEDDAPENO	Cajun Funding Corp.	87193782	10/6/2016	N/A	N/A	PENDING
CHICKEN MATTERS	Cajun Funding Corp.	86316996	6/23/2014	4,695,035	3/3/2015	REGISTERED
CHURCH'S CHICKEN SINCE 1952 LLÉVALES ALGO BUENO	Cajun Funding Corp.	85978084	11/3/2011	4,286,949	2/5/2013	REGISTERED
CHURCH'S CHICKEN SINCE 1952 YOU BRING IT HOME	Cajun Funding Corp.	85463351	11/3/2011	4,283,801	1/29/2013	REGISTERED
EL AMOR SE SIENTE	Cajun Funding Corp.	86409737	9/30/2014	4,759,196	6/23/2015	REGISTERED
FLAMIN' TENDER CRUNCHERS	Cajun Funding Corp.	85926614	5/8/2013	4,602,450	9/9/2014	REGISTERED
FLAMIN' TENDER STRIPS	Cajun Funding Corp.	85926690	5/8/2013	4,602,453	9/9/2014	REGISTERED
HAVE THE LOVE	Cajun Funding Corp.	86316988	6/23/2014	4,678,773	1/27/2015	REGISTERED
LIFE'S TOO SHORT TO SKIMP ON CHICKEN	Cajun Funding Corp.	85955237	6/10/2013	4,440,320	11/26/2013	REGISTERED
LO RICO SE COMPARTE	Cajun Funding Corp.	85947034	5/31/2013	4,540,199	5/27/2014	REGISTERED

Trademark	Owner	Application No.	Application Date	Registration No.	Registration Date	Status
(design) 	Cajun Funding Corp.	85963595	6/19/2013	4,523,634	4/29/2014	REGISTERED
(design) 	Cajun Funding Corp.	85958626	6/13/2013	4,440,330	11/26/2013	REGISTERED
PURPLE PEPPER	Cajun Funding Corp.	86557188	3/9/2015	N/A	N/A	PENDING
TENDER CRUNCHERS	Cajun Funding Corp.	85947794	5/31/2013	4,484,145	2/18/2014	REGISTERED
TEXAS CHICKEN SINCE 1952	Cajun Funding Corp.	86087303	10/9/2013	4,543,020	6/3/2014	REGISTERED
YOU BRING IT HOME	Cajun Funding Corp.	85444301	10/11/2011	4,276,794	1/15/2013	REGISTERED
(design) 	Cajun Funding Corp.	86316957	6/23/2014	4,730,521	5/5/2015	REGISTERED